

Tax

Monroe

53p+BM01

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LETTER OF UNDERSTANDING

Dear Monroe County:

As you know, Plexis Group, L.L.C. has been acquired by Manatron Inc. Manatron has accepted Assignment of all current Plexis contractual commitments. As a result of this, please find below details regarding how Manatron intends to honor your existing Plexis contract.

RECITALS:

WHEREAS, the Plexis Group, L.L.C. ("Plexis") and Monroe County, Indiana ("Client") are both parties to a Sales Agreement ("Agreement") and Addendum dated October 10, 2004 and Amended on October 14, 2005, including the contract for conversion of data with NX Communications LLC, dated November 18, 2004 and the corresponding letter of assignment to Plexis dated June 29, 2005.

And,

WHEREAS, Plexis has been acquired by Manatron Inc., and assigned its interest in the Agreements to Manatron under Article 2.10(1) of the original agreement dated October 10, 2004.

And,

WHEREAS, pursuant to the Assignment, Manatron Inc. intends to honor the commitments of the Agreement under the terms below,

NOW THEREFORE,

Monroe County, Indiana understands and accepts the following terms of the Assignment:

1). Manatron is discontinuing the Plexis Audisey tax administration software product. The client will be provided the Manatron MVP system as a replacement. The software licensing and conversion for the product migration to MVP will be provided to the Client under the terms of the Agreement. Client will only be responsible to Manatron for any license and conversion fees that it has not yet paid to Plexis which are as follows:

From the agreement dated October 10, 2004:	
Review of Data	\$5,000.00
Network Installation	\$5,000.00
Software Training and Implementation	\$5,000.00
From the agreement dated November 18, 2004:	
Data migration and conversion fees	<u>\$10,000.00</u>
Total Unpaid	\$25,000.00

2). The Client agrees to pay all the unbilled services that remain in the existing contract not to exceed \$25,000.00 as itemized above in Training/Professional Service fees to Manatron for the system upgrade.

3). Support pricing contained in the Agreement will be increased by 5%, totaling \$17,577.00 annually and will be due on the first business day of the calendar year 2007 and yearly payable on the first business day of subsequent calendar years.

All other terms and conditions of the Agreement shall remain in effect, and shall be honored by Manatron.

With the exception of training: Training will be a two part system. The Auditor's Office will be trained in the spring of 2006 and the Treasurer's Office will be trained in the winter of 2006/2007 at no additional cost to the County from the original contract.

Please indicate your acceptance of these terms in the appropriate space provided below. Thank you very much, and Manatron looks forward to our relationship with you.

Very truly yours,

Paul Sylvester
President and CEO
Manatron Inc.

Acceptance: I the undersigned do acknowledge that I am duly authorized to make legally binding commitments for Manatron and agree to the terms stated herein.

Signature: Thomas C. Lawless

Printed Name: THOMAS C. LAWLESS

Title: V.P. OF SALES & BUSINESS DEVELOPMENT

Date: 4/11/2006

Acceptance: I the undersigned do acknowledge that I am duly authorized to make legally binding commitments for Monroe County, Indiana, and agree to the terms stated herein.

Monroe County Commissioners:

Joyce Poling
Joyce Poling

Herb Kilmer
Herb Kilmer

Iris Kiesling
Iris Kiesling

Attest: Sandy Newmann
Sandy Newmann, Monroe County Auditor

Date: 4-13-06